

It is hereby stipulated and agreed by and between the New-York Historical Society and Local 2110, U.A.W. that the collective bargaining agreement (including side letters of agreement) between the parties which expired on December 31, 1997 is hereby extended through December 31, 2000 with the following revisions:

1. The wages for all covered employees shall be adjusted as follows:
  - (a) Effective January 1, 1998, January 1, 1999, and January 1, 2000 respectively, all employees who are on the payroll as of those dates shall receive an increase of 3%.
2. Employees with one or more years of seniority who are permanently laid off shall receive severance pay as follows:

1 year but less than 4 years	10 days
4 years but less than 8 years	15 days
8 years but less than 12 years	20 days
12 years but less than 16 years	25 days
16 years but less than 20 years	30 days
20 years but less than 24 years	35 days
24 years but less than 28 years	40 days
28 years or more	45 days

3. The Side Letter signed by the parties and dated November 18, 1998, granting pro-rated benefits to part-time employees, shall replace the language in Section 34 (A) of the 1994-1997 collective bargaining agreement.

It is expressly understood that all provisions of this Memorandum of Agreement are subject to ratification.

The New-York Historical Society

By

Date

*Edward J. Thomis*  
12-2-98

Local 2110, UAW

By

Date

*Paul [unclear]*  
12/2/98

*William Gregg*  
12/2/98

*Wendy Shadwell*  
12/2/98

## **SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the "Agreement") is made by and between The New-York Historical Society (the "Society"), a non-profit organization located at 170 Central Park West, New York, NY 10024, and The Union of Technical, Office and Professional Workers, Local 2110 UAW ("Local 2110"), a labor organization, located at 113 University Place, 5th Floor, New York, NY 10003, representing employees at the Society ("Union Employees").

**WHEREAS**, on or about December 10, 1997, Local 2110 submitted a grievance (the "Grievance") to the Society claiming that the Society violated the Collective Bargaining Agreement ("CBA") between it and Local 2110 by failing to pay pro-rata benefits to part-time Union Employees;

**WHEREAS**, on or about December 11, 1997, collective bargaining negotiations (the "Negotiations") between the parties began in which Local 2110 submitted a proposal to resolve all outstanding grievances;

**WHEREAS**, on or about March 3, 1998, Local 2110 filed a demand with the American Arbitration Association for arbitration of the Grievance (the "Arbitration");

**WHEREAS**, on or about July 22, 1998, during the course of the Negotiations, the Society and Local 2110 agreed to settle and resolve the Grievance.

**NOW THEREFORE**, for good and valuable consideration, the Society and Local 2110 agree as follows:

1. In full and final settlement of the Grievance, the Society agrees to pay April Black, Caroline Clay, and Barbara Fellows fifty (50) percent of their pro rata vacation day, personal day, and holiday benefits starting from 30 days after each commenced work at the Society as a regular employee to December 31, 1997 and to credit each of them with fifty (50) percent of their pro rata sick days for the same period. The Society and Local 2110 agree that the following amounts shall be paid to these three employees and the following number of sick days shall be credited to these three employees:

a. The Society shall pay April Black \$1,527.60 and shall credit her with 8.36 days of sick time;

b. The Society shall pay Caroline Clay \$202.44 and shall credit her with 1.11 days of sick time. As of the date of the execution of this Agreement, the parties agree that Caroline Clay is taking an approved leave of absence. The parties further agree that the Society will pay Caroline Clay the above amount and credit her with the above days of sick time within two weeks of her return to employment at the Society following her leave of absence.

c. The Society shall pay Barbara Fellows \$1,687.56 and shall credit her with 9.24 days of sick time.

2. The Society and Local 2110 agree to incorporate Exhibit A hereto as a Sideletter to the current CBA.

3. The Society shall make the payments provided for in Paragraph 1(a)-(d) within thirty (30) business days after this Agreement is executed by all parties and the Arbitration is dismissed with prejudice. The parties agree that the payments shall be treated as wages and shall be subject to all applicable payroll deductions.

4. In consideration for the covenants undertaken and payments made herein by The Society, Local 2110 agrees to dismiss its demand for arbitration of the Grievance with prejudice within seven (7) days after this Agreement is executed by all parties.

5. If any provision of this Agreement is held invalid, such invalidation shall not affect other provisions or applications of this Agreement and to this end the provisions of this Agreement are declared severable.

6. This Agreement cannot be modified except in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the dates set forth below.

THE UNION OF TECHNICAL, OFFICE AND PROFESSIONAL WORKERS  
LOCAL 2110, UAW

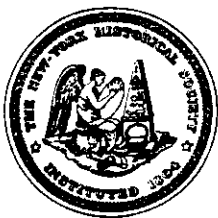
BY:

Date: 11/24/98

THE NEW-YORK HISTORICAL SOCIETY

BY:

Date: 11-25-98



# The New-York Historical Society

Two West 77th Street • New York NY 10024-5194 • (212) 873-3400

Betsy Gotbaum  
President

November 18, 1998

Mr. Fred Johnson  
Local 2110, UAW  
Technical, Office and Professional Union  
113 University Place, 5<sup>th</sup> Floor  
New York, New York 10003

Re: Part-time Benefits

Dear Mr. Johnson:

The New-York Historical Society and Local 2110 hereby agree that Section 34(A) of the 1994-1997 Collective Bargaining Agreement, entitled "PART-TIME EMPLOYEES" shall be replaced with the following language:

- A. Except as otherwise specifically provided, part-time employees shall receive all wage increases and all vacation day, holiday, personal day, and sick day benefits on a pro-rated basis. Specifically, part-time employees shall accrue vacation day, holiday and personal day benefits on a pro-rated basis and shall be paid out at the end of each calendar quarter for these benefits at their hourly rate of pay. Part-time employees shall also accrue sick day benefits on a pro-rated basis and shall be credited with such benefits at the end of each calendar quarter. The Society shall begin to pay out and credit a part-time employee for the foregoing pro-rated benefits once he or she has worked a total of 250 hours, calculated from 30 days after the employee commences work at the Society. After working 250 hours, the Society shall retroactively pay and credit the part-time employee with the foregoing pro-rated benefits for the 250 hours worked. If a part-time employee leaves employment at the Society prior to the completion of a quarter, the employee shall be paid out pro-rata for vacation days, personal days, and holidays falling during the portion of the quarter that the employee worked.

Vacation day, holiday, personal day, and sick day benefits shall be pro-rated as follows: Divide the number of hours the part-time employee worked during the quarter by 455 (i.e., the number of hours a full-time employee works during quarter) multiply that amount by the number of hours a full-time employee, with the same length of service, accrues for vacation days, holidays, personal days, and sick days in the given calendar quarter pursuant to this Agreement.

For example, a part-time employee who has worked for the Society for more than 250 hours and more than one year and who works 227.5 hours in a calendar quarter which has one holiday, would be paid out for 8.75 hours of vacation days [(227.5 hours/455 hours) \* (70 hours/4 quarters)], 3.5 hours of personal days [(227.5 hours/455 hours) \* (28 hours/4 quarters)], 3.5 hours of holidays [(227.5 hours/455 hours) \* (7 hours)] and would be credited with 10.5 hours of sick leave [(227.5 hours/455 hours) \* (84 hours/4quarters)].

The Society and Local 2110 hereby agree that the Society will provide the vacation, holiday, personal and sick day benefits described above to part-time employees retroactive to January 1, 1998. The parties recognize that the Society has paid certain part-time employees one and one-half times their regular hourly rate of pay for hours worked on holidays when the Society was open to the public, and

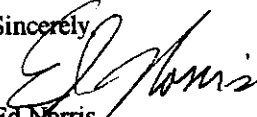
The New-York Historical Society

the parties agree that the retroactive payments described above shall be offset by the amounts such employees were paid in excess of their regular hourly rate of pay during those hours. Once the parties execute this Sideletter, the Society shall pay part-time employees at their regular hourly rate of pay for hours worked on holidays when the Society is open to the public. The Society shall make the retroactive payments provided for in this Sideletter within thirty (30) business days after this Sideletter is executed by the parties.

In addition, the Society and Local 2110 hereby further agree that part-time employees on the Society's payroll as of the date of the execution of this agreement will not be subject to the 250 hour minimum set forth above.

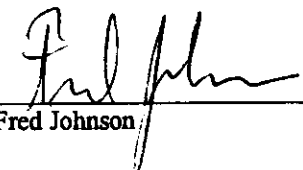
If the foregoing accurately reflects your understanding of our agreement, please have both originals of this document executed below, and return one for our files.

Sincerely



Ed Norris  
Chief Operating Officer

Agreed and Accepted by Local 2110



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Fred Johnson